

<p>Arden (ARD) (10152) 4315 Arden Way Sacramento, CA 95864</p> <p>Berkeley (BRK) (10006) 3000 Telegraph Avenue Berkeley, CA 94705</p> <p>Blithedale (BLD) (10337) 731 East Blithedale Mill Valley, CA 94941</p> <p>Blossom Hill (BLL) (10320) 1140 Blossom Hill Rd. San Jose, CA 95115</p> <p>Campbell (CBL) (10033) 1690 South Bascom Avenue Campbell, CA 95008</p> <p>Capitola (CAP) (10365) 1710 41st Ave Capitola, CA 95010</p> <p>Coddingtontown (COD) (10370) 390 Coddingtontown Mall Santa Rosa, CA 95401</p> <p>Franklin (FRK) (10044) 1765 California Street San Francisco, CA 94109</p>	<p>Fresno (FRS) (10122) 650 W. Shaw Ave Fresno, CA 93704</p> <p>Harrison (HAR) (10221) 230 Bay Place Oakland, CA 94612</p> <p>Los Altos (LAT) (10155) 4800 El Camino Real Los Altos, CA 94022</p> <p>Los Gatos (LGT) (10027) 15980 Los Gatos Blvd. Los Gatos, CA 95032</p> <p>Mill Valley (MLV) (10009) 414 Miller Avenue Mill Valley, CA 94941</p> <p>Monterey (MRY) (10087) 800 Del Monte Center Monterey, CA 93940</p> <p>Napa (NPA) (10288) 3682 Bel Aire Plaza Napa, CA 94558</p> <p>Noe Valley (NOE) (10379) 3950 24th Street San Francisco, CA 94114</p> <p>Novato (NOV) (10234) 790 DeLong Ave Novato, CA 94945</p>	<p>Palo Alto (PAL) (10005) 774 Emerson Street Palo Alto, CA 94301</p> <p>Petaluma (PET) (10138) 621 E. Washington Street Petaluma, CA 94952</p> <p>Potrero Hill (PTH) (10238) 450 Rhode Island San Francisco, CA 94107</p> <p>Redwood City (RED) (10154) 1250 Jefferson A Redwood City, CA 94063</p> <p>Roseville (ROS) (10230) 1001 Galleria Blvd Roseville, CA 95678</p> <p>San Mateo (SMT) (10150) 1010 Park Place San Mateo, CA 94403</p> <p>San Rafael (SRF) (10071) 340 Third Street San Rafael, CA 94901</p> <p>San Ramon (RAM) (10126) The Shops at Bishop Ranch 100 Sunset Drive San Ramon, CA 94583</p>	<p>Santa Cruz (STZ) (10329) 911 Soquel Ave. Santa Cruz, CA 95062</p> <p>Santa Rosa (SRS) (10139) 1181 Yulupa Ave. Santa Rosa, CA 95405</p> <p>Sebastopol (SEB) (10137) 6910 McKinley Street Sebastopol, CA 95472</p> <p>SoMa (SOM) (10151) 399 4th Street San Francisco, CA 94107</p> <p>Sonoma (SNM) (10281) 201 West Napa Street #11 Sonoma, CA 95476</p> <p>Stanyan (STN) (10362) 690 Stanyan Street San Francisco, CA 94117</p> <p>Stevens Creek (STC) (10267) 20955 Stevens Creek Blvd Cupertino, CA 95014</p> <p>Walnut Creek (WAL) (10101) 1333 E. Newell Ave. Walnut Creek, CA 94596</p>
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<p>Arroyo (ARR) (10237) 465 South Arroyo Parkway Pasadena, CA 91105</p> <p>Beverly Hills (BVH) (10022) 239 North Crescent Drive Beverly Hills, CA 90210</p> <p>Brentwood (BRT) (10074) 11737 San Vicente Blvd Los Angeles, CA 90049</p> <p>3rd & Fairfax (FFX) (10177) Whole Foods Market 6350 W 3rd St Los Angeles, CA 90036</p> <p>Glendale (GLN) (10179) 331 N Glendale Ave Glendale, CA 91206</p> <p>Hillcrest (HIL) (10072) 711 University Avenue San Diego, CA 92103</p> <p>Huntington Beach (HTB) (10399) 7881 Edinger Ave. Suite 150 Huntington Beach, CA 92647</p>	<p>Jamboree (JAM) (10231) 2847 Park Avenue Tustin, CA 92780</p> <p>Laguna Beach (LAG) (10406) 283 Broadway St. Laguna Beach, CA 92651</p> <p>La Jolla (LAJ) (10066) 8825 Villa La Jolla Drive LaJolla, CA 92037</p> <p>Long Beach (LBC) (10442) 6550 E. Pacific Coast Highway Long Beach, CA 90803</p> <p>Montana Ave. (MON) (10398) 1425 Montana Ave. Santa Monica, CA 90403</p> <p>Pacific Coast Highway (PCH) (10225) 760 South Sepulveda Blvd. El Segundo, CA 90245</p> <p>Pasadena (PAS) (10108) 3751 E. Foothill Blvd. Pasadena, CA 91107</p> <p>Porter Ranch (PTR) (10175) 19340 Rinaldi St. Northridge, CA 91326</p>	<p>Redondo Beach (RDB) (10024) 405 North Pacific Coast Hwy. Redondo Beach, CA 90277</p> <p>Santa Barbara (SBR) (10255) 3761 State St. Santa Barbara, CA 93105</p> <p>Santa Monica (SMC) (10173) 2201 Wilshire Blvd. Santa Monica, CA 90403</p> <p>Sherman Oaks East (SHO) (10020) 12905 Riverside Drive Sherman Oaks, CA 91423</p> <p>Sherman Oaks West (SHW) (10038) 4520 North Sepulveda Blvd. Sherman Oaks, CA 91403</p> <p>Tarzana (TRZ) (10282) 18700 Ventura Blvd. Suite #190 Tarzana, CA 91356</p> <p>Thousand Oaks (OKS) (10204) 740 N. Moorpark Rd. Thousand Oaks, CA 91360</p> <p>Torrance (TOR) (10105) 2655 Pacific Coast Hwy Torrance, CA 90505</p>	<p>Valencia (VAL) (10178) 24130 Valencia Blvd. Santa Clarita, CA 91355</p> <p>Venice (VEN) (10333) 225 Lincoln Blvd. Venice, CA 90291</p> <p>West Hollywood (HOL) (10109) 7871 Santa Monica Blvd. W. Hollywood CA 90046</p> <p>West Los Angeles (WLA) (10045) 11666 National Blvd. Los Angeles CA 90064</p> <p>Westwood (WWD) (10176) Whole Foods Market 1050 Gayley Avenue Los Angeles, CA 90024</p> <p>Wilshire Blvd. (WLB) (10383) 500 Wilshire Blvd. Santa Monica, CA 90401</p> <p>Woodland Hills (WDH) (10099) Whole Foods Market 21347 Ventura Blvd. Woodland Hills, CA 91364</p>
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EXHIBIT “2”

1 Evan J. Smith (SBN 242352)
2 BRODSKY & SMITH, LLC
3 9595 Wilshire Blvd., Ste. 900
4 Beverly Hills, CA 90212
5 Telephone: (877) 534-2590
6 Facsimile: (310) 247-0160

7 *Attorneys for Plaintiff*

8 SUPERIOR COURT OF CALIFORNIA
9 LOS ANGELES COUNTY

10
11 KIRBY VELASCO on behalf of herself
12 and all others similarly situated,

13 Plaintiff,

14 v.

15 MRS. GOOCH'S NATURAL FOOD
16 MARKETS, INC.,

17 Defendants.

CASE NO.: BC428347

**[PROPOSED] PRELIMINARY
APPROVAL ORDER OF CLASS ACTION
SETTLEMENT**

JUDGE: Rita Miller

DEPT.: 16

18
19 The Court has received the Stipulation of Class Action Settlement (the "Settlement
20 Agreement" or "Stipulation") by and between (1) Plaintiff Kirby Velasco, on behalf of herself,
21 and on behalf of the Plaintiff Class hereinafter defined; and (2) Defendant Mrs. Gooch's Natural
22 Foods Market, Inc., and Whole Foods Market California, Inc. (collectively referred to as "Whole
23 Foods" or "Defendants"). The Court having reviewed the Settlement Agreement and the exhibits
24 attached thereto, and good cause appearing,

25 IT IS HEREBY ORDERED as follows:

26 1. The terms set out in the Stipulation are incorporated herein. Pursuant to Section
27 382 of the California Code of Civil Procedure and for purposes of the Settlement Agreement
28 only, the Court preliminary certifies this action as a class action for purposes of Settlement

1 Agreement only, on behalf of a class consisting of all persons who at any time from
 2 December 21, 2007, through the Term of this Agreement, were mobility impaired, used, use or
 3 will use wheelchairs for mobility, and who patronized any Whole Foods Store in California or
 4 who allege they would or would have patronized at one or more Whole Foods Store in California
 5 but for allegedly being denied on the basis of disability the full and equal enjoyment of the
 6 goods, services, facilities, privileges, advantages, or accommodations of such Whole Foods
 7 Store(s) (the "Settlement Class"). For the purposes of settlement only, Plaintiff Kirby Velasco is
 8 certified as representative of the Settlement Class and Plaintiff's Counsel Brodsky & Smith, LLC
 9 is designated counsel for the Settlement Class.

10 2. The Court preliminarily finds and concludes, for purposes of settlement only, that
 11 the requirements of Section 382 of the California Code of Civil Procedure have been met and the
 12 requirements of the California Code of Civil Procedure and due process have been satisfied in
 13 connection with the Notice (as defined below).

14 3. The Court preliminarily finds and concludes that the Court's preliminary
 15 evaluation of the Settlement does not disclose grounds to doubt its fairness or other obvious
 16 deficiencies, the Settlement is within the "range of reasonableness," and the scheduling of a
 17 formal fairness hearing is warranted; accordingly, Plaintiffs' Motion for Preliminary Approval of
 18 Class Action Settlement is granted.

19 4. A hearing (the "Settlement Hearing") shall be held before the Court on
 20 _____, 2011, at __:00 AM/PM in Department 16 at the Superior Court of California, Los
 21 Angeles County, 111 N. Hill St., Los Angeles, CA, to:

- 22 a. Determine whether the Settlement Agreement should be approved by the
- 23 Court as fair, reasonable, adequate and in the best interests of the
- 24 Settlement Class;
- 25 b. Determine whether Final Judgment should be entered pursuant to the
- 26 Stipulation Agreement dismissing the action with prejudice and
- 27 extinguishing and releasing all released claims;
- 28

- c. Determine whether the Settlement Class should be finally certified and whether Plaintiff and Plaintiff's Counsel have adequately represented the Settlement Class;
- d. Rule on an application of Plaintiff's Counsel for an award of attorneys' fees and reimbursement of expenses, as well as an application for an incentive award for the Plaintiff, in accordance with the Stipulation; and
- e. Rule on such matters as the Court may deem appropriate.

5. The Court may adjourn the Settlement Hearing or any part thereof, including the consideration of the application for attorneys' fees and reimbursement of expenses, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof.

6. The Court may approve the Settlement Agreement at or after the Settlement Hearing with such modification as may be consented by the parties to the Stipulation and without further notice to the Settlement Class.

7. The Claims Administrator shall, at least 60 days prior to the Final Approval Hearing, give notice of the Settlement Hearing pursuant to the Notice Plan attached to the Stipulation.

8. The Court approves, in form and content, the Notice Plan and finds that the giving of notice as specified therein meets the requirements of the California Code of Civil Procedure and due process, is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons and entities entitled to receive notice. The Settlement Administrator shall, not later than ten (10) business days prior to the Settlement Hearing, file a declaration showing compliance with the Notice provisions of this Order. Plaintiff shall, not later than seven days prior to the Final Approval Hearing file papers in support of the Settlement Agreement.

9. Any member of the Settlement Class may object to the Settlement Agreement, the class action determination, the judgment to be entered in the action, and/or Plaintiff's application for incentive award, attorneys' fees and expenses, or otherwise request to be heard, in person or

1 by counsel, concerning any matter properly before the Court at the Settlement Hearing; provided,
 2 however, that no objection shall be considered by the Court unless filed with the Court and
 3 served upon counsel listed below in written form including: (i) the person's or entity's name,
 4 address and telephone number; (ii) the reasons for the objection; and iii) a statement that the
 5 objector is a member of the class and the type of disability; at least 21 days prior to the Final
 6 Approval Hearing. Any person or entity that wishes to appear must file such papers and serve by
 7 hand, mail or overnight mail upon the following counsel on or before the date of filing with the
 8 Court:

9 Evan J. Smith
 10 esmith@brodsky-smith.com
 11 BRODSKY & SMITH, LLC
 12 Two Bala Plaza, Suite 602
 13 Bala Cynwyd, PA 19004

14 Derek Havel
 15 dhavel@sheppardmullin.com
 16 SHEPPARD MULLIN
 17 333 South Hope Street, 43rd Floor
 18 Los Angeles, California 90071-1422

19 10. Unless the Court otherwise directs, no person or entity shall be entitled to object
 20 to the approval of the Settlement Agreement, any judgment entered thereon, the adequacy of the
 21 representation of the Settlement Class, any award of attorneys' fees or reimbursement of
 22 expenses, except by serving and filing a written objection as prescribed in Paragraph 9 above.
 23 Any person or entity who fails to object in the manner described above shall be deemed to have
 24 waived the right to object (including any right of appeal) and shall be forever barred from raising
 25 such objection in this or any other action or proceeding.

26 11. All proceedings in this action are stayed until further order of the Court, except as
 27 may be necessary to implement the Settlement Agreement or comply with the terms of the
 28 Settlement Agreement or this Order.

12. The Court hereby preliminarily enjoins any class member from commencing or
 prosecuting any class injunctive claims, pending the final determination as to whether the
 Settlement Agreement should be approved.

1 13. If the Settlement Agreement, including any amendment made in accordance with
2 the Stipulation, is not approved by the Court or shall not become effective for any reason
3 whatsoever, the Settlement Agreement (including any modification thereof), any class
4 certification herein and any action taken or to be taken in connection therewith (including this
5 Order and any judgment entered herein) shall be terminated and shall become null and void and
6 of no further force and effect except for Defendant's obligation to pay for expenses incurred in
7 connection with the Notice provided for by this Order, and neither the Stipulation, nor any
8 provision contained in the Stipulation, nor any action undertaken pursuant thereto, nor the
9 negotiation thereof by any party, shall be deemed an admission or offered or received as
10 evidence at any proceeding in this or any other action or proceeding.

11 14. In any event, neither the Stipulation nor any provisions contained in the
12 Stipulation, nor any negotiations, statements or proceedings in connection therewith, shall be
13 construed, or deemed to be evidence of, an admission or concession on the part of Plaintiff,
14 Defendant, any Settlement Class member, or any other person or entity of any liability or
15 wrongdoing by them, or any of them as to any claim alleged or asserted in the action or
16 otherwise, and shall not be offered or received in evidence in any action or proceeding (except in
17 an action or proceeding to enforce the terms and conditions of the Stipulation), or be used in any
18 way as an admission, concession or evidence of any liability or wrongdoing of any nature, and
19 shall not be construed as, or deemed to be evidence of, an admission or concession that Plaintiff,
20 his counsel, and the members of the Settlement Class, or any other person or entity, has or has
21 not suffered any damage.

22 15. Counsel for the Parties shall file any supporting papers for the Final Approval of
23 the Settlement no later than seven (7) calendar days prior to the Final Approval Hearing.

24 16. If the Settlement Agreement shall be approved by the Court following the
25 Settlement Hearing, an Order and Final Judgment shall be entered as described in the Stipulation.

26 17. The Court may, for good cause, extend any of the deadlines set forth in this Order
27 without further notice to class members.
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Dated: _____

Honorable Rita Miller

EXHIBIT “3”

1 Evan J. Smith (SBN 242352)
2 BRODSKY & SMITH, LLC
3 9595 Wilshire Blvd., Ste. 900
4 Beverly Hills, CA 90212
5 Telephone: (877) 534-2590
6 Facsimile: (310) 247-0160

7 *Attorneys for Plaintiff*

8 SUPERIOR COURT OF CALIFORNIA
9 LOS ANGELES COUNTY

10
11 KIRBY VELASCO on behalf of herself
12 and all others similarly situated,

13 Plaintiff,

14 v.

15 MRS. GOOCH'S NATURAL FOOD
16 MARKETS, INC.,

17 Defendants.

CASE NO.: BC428347

JUDGE: Rita Miller

DEPT.: 16

18 NOTICE PLAN

19 Based upon counsel's experience, consultation with claims administrators, and review of
20 similar class certification notices and notice plans in the ADA realm, the parties submit the
21 following notice plan to be adequate and reasonable to protect the due process rights of absent
22 class members, and which is intended to provide the best notice practicable to class members:

23 1. Copies of the Long Form Notice of Proposed Class Action Settlement (attached to
24 the Settlement Agreement as Exhibit "4") in English and Spanish shall be maintained by the
25 store manager of each Whole Foods Location and made available upon request. It shall also be
26 posted on the dedicated website for this settlement as stated below.

27 Direct mail of the Long Form Notice to persons on a proprietary marketing list obtained
28 from Accudata Company will be accomplished. Accudata has provided a list of the names and

1 addresses of persons in the Los Angeles area who have responded to a survey saying that either
 2 they or someone in their household is mobility impaired or uses a wheelchair or scooter for
 3 mobility. The list contains over 10,000 of these addresses. This direct mail notice procedure,
 4 making use of the Accudata list, was approved by the Court in the *Lucas v. K-Mart* ADA class
 5 action settlement, 2006 WL 722163 (D.Co. March 22, 2006) (certifying the class), as well as
 6 *Pizarro v International Coffee & Tea, LLC*, 06-7448 (PSG) (certifying settlement class).

7 2. The Summary Form Notice of Proposed Class Action Settlement (attached to the
 8 Settlement Agreement as Exhibit "5") shall be posted at each Whole Foods location at least 60
 9 days prior to the scheduled Final Approval Hearing. It shall also be posted on the dedicated
 10 website as stated below. The Summary Form Notice of Proposed Class Action Settlement shall
 11 also be provided by publication four (4) consecutive weekends, no larger than one quarter page,
 12 in the legal notice section of the following papers of general circulation: The Los Angeles
 13 Times, The San Diego Union Tribune, The San Francisco Chronicle, The Sacramento Bee, The
 14 Riverside Press, and The Oakland Tribune. The Notice shall include a sentence in Spanish that a
 15 Spanish version of the Notice of Proposed Class Action Settlement is available by calling a
 16 dedicated number and on a dedicated webpage with the webpage URL listed thereon.

17 3. An individual who wishes to submit a damages claim will have to complete and
 18 timely submit a claim form to the Claims Administrator at the address provided on the claim
 19 form. To be valid, a claim form must be postmarked no later than twenty-one days prior to the
 20 Final Approval Hearing. A claim form shall be made available upon request to all class
 21 members at each Whole Foods store, on the website, and by contacting class counsel.

22 4. A web page called "CAWhole FoodsAccessSettlement.com", or something
 23 similar thereto, will be created and maintained from the date of the Preliminary Approval until
 24 the fairness hearing concludes. The web page will have the following opening page:

25 **"Settlement of Claims Against Whole Foods for Disabled**
 26 **Access.** A class settlement agreement has been reached that will
 27 limit current and future claims of individuals with mobility
 28 impairments against any Whole Foods store in California. **THIS**
 SETTLEMENT WILL EXTINGUISH AND/OR BAR
 CLAIMS/LAWSUITS FOR INJUNCTIVE OR
 DECLARATORY RELIEF AND STATUTORY DAMAGE

1 **CLAIMS UNDER THE UNRUH AND CDPA WITH**
2 **RESPECT TO THE ACCESSIBILITY OF ANY WHOLE**
3 **FOODS STORE IN CALIFORNIA.** Objections to this class
4 settlement agreement must be filed no later than _____. Click
5 here to review and download the Notice of Proposed Class Action
6 Settlement with instructions for those individuals who wish to
7 object to this class settlement agreement, or here to view the
8 Stipulation of Settlement (Settlement Agreement).”

9 The web page will also contain the above quoted paragraph translated to Spanish,
10 Korean, Vietnamese, and Mandarin with links to the Notice of Proposed Class Action Settlement
11 translated to those languages.

12 5. As set forth in the Summary Notice and Long Form Notices of Proposed Class
13 Action Settlement, at no cost, copies of any or all settlement documents will be sent to anyone
14 submitting a written request to Brodsky & Smith, LLC (attn Evan Smith) at Brodsky & Smith,
15 LLC, Bala Plaza, Suite 602, Bala Cynwyd, Pennsylvania 19004, or by email to [clients@brodsky-](mailto:clients@brodsky-smith.com)
16 [smith.com](mailto:clients@brodsky-smith.com). In addition, the preliminary approval order, proposed final Judgment and Order, and
17 all settlement documents will be available on the dedicated website.

EXHIBIT “4”

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

KIRBY VELASCO on behalf of herself and
all others similarly situated,

Plaintiff,

v.

MRS. GOOCH'S NATURAL FOOD
MARKETS, INC.,

Defendants.

Case No. BC428347

[Complaint Filed: December 21, 2010]

**SUMMARY NOTICE OF PROPOSED
CLASS ACTION SETTLEMENT**

Hon: Rita Miller
Dept: 16

Legal Notice

**IF YOU USE A WHEELCHAIR OR SCOOTER, AND HAVE BEEN TO OR BEEN
DETERRED FROM PATRONIZING A CALIFORNIA WHOLE FOODS LOCATION
YOU COULD GET A PAYMENT FROM A CLASS ACTION SETTLEMENT**

Who? Your are included in this lawsuit if you use a wheelchair or a scooter and have been to a Whole Foods location in the state of California, will patronize Whole Foods, or would have patronized Whole Foods but for access problems from December 21, 2007 through the end of the proposed settlement (approximately _____ 2011 ("Class Members"). If you have been to, or been deterred from patronizing, a Whole Foods in California between December 21, 2007 and _____, 2011, you may be eligible for monetary recovery

What? The lawsuit sought to make Whole Foods alter its stores with respect to access for people who use wheelchairs or scooters, and damages in an amount specified by Statute(s) for people who shopped at Whole Foods in California (Damages Class Members). Whole Foods denied liability. The Court did not decide which side was correct. Under the settlement, Whole Foods will make alterations to all of its California corporate owned stores to become fully accessible to the mobility impaired, and will pay \$500,000.00. The Defendants have also agreed to pay attorneys' fees and costs not to exceed \$250,000.00. Qualifying Damages Class Members can obtain monetary recovery. The Defendant has also agreed to pay an incentive award to the class representative not to exceed \$10,000.00, subject to court approval.

How? The detailed notice package contains everything you need to make a claim. Call the number below or visit the website below to get one. **To qualify for a payment, you must submit a claim by _____, 2011.**

Effect? If you are a Damages Class Member and don't want to be bound by the settlement's monetary provisions, you must exclude yourself by _____, 2011. If you exclude yourself by _____, 2011, you cannot get money from this settlement. If you do not exclude yourself, you will release all claims for damages (excepting personal injury damages resulting from physical injury) relating to accessibility of Whole Foods locations in the State of California for people who use wheelchairs or scooters, for the period from December 21 2007 through _____, 2011. Class Members can't exclude themselves from the non-monetary parts of the settlement and will release non-monetary claims against Whole Foods relating to store access through the end of the settlement term. If you wish to object to the settlement, you must do so by _____, 2011 The detailed notice found at the below

1 website explains how to exclude yourself or how to object. You MUST follow these detailed
2 instructions in order to properly exclude yourself or object to the settlement.

3 The Superior Court for the State of California in the County of Los Angeles, will hold a
4 hearing before Judge Rita Miller on Monday _____, 2011 at _____ at 111 N. Hill
5 Street, Department 16, Los Angeles, CA to consider whether to approve the settlement, the
incentive award for the class representatives, and the request for attorneys' fees and costs by
lawyers representing the class. The detailed notice explains how you or your attorney can
participate in that hearing.

6 THIS IS AN INCOMPLETE SUMMARY OF THE SETTLEMENT. PLEASE CALL THE
7 NUMBER BELOW OR VISIT THE WEBSITE BELOW FOR THE FULL SUMMARY.

8 **[Claims Administrator]**

9 www.WholeFoodsSettlement.com.

10 IN SPANISH: "A class settlement has been reached that will limit current and future
11 claims/lawsuits of individuals with mobility impairments against Whole Foods with respect
12 to the accessibility of any of its stores in California. Copies of the Settlement Agreement
13 with instructions for opting out, objecting, and/or submitting a claim may be obtained by
14 download on the internet at http://www._____.com" or by calling
15 888-XXX-XXXX."

EXHIBIT “5”